

BILL OF SALE, RECORD OF TRANSFER AND ASSUMPTION

Gordon Platt and Timo Platt, co-Trustees of The Platt Family Artwork Trust, of New York, NY USA ("Seller"), have this day sold, transferred, conveyed and assigned to Timo Platt, in his individual capacity and with a residence in Arroyo Seco, NM USA ("Timo Platt") and Gordon Platt, in his individual capacity and with a residence in Huger, SC USA ("Gordon Platt"), as joint tenants with rights of survivorship (jointly, "Buyer"), subject to the Restriction against Transfer (as defined below), all the Seller's right, title and interest in those certain paintings (jointly referred to as the "Paintings"), rights and Assets described as follows:

1. First Painting

Title: *In the Fields at Irvington* (aka *Among the Weeds*)

Material and Medium: Watercolour on Paper

Dimensions: 26" W x 19" H

2. Second Painting

Title: *Market Day at Nuremberg* (aka *Market at Nuremberg*)

Material and Medium: Oil on Canvas

Dimensions: 39" W x 30.5" H

together with the rights (the "Rights") to (i) recover the Paintings in the pending federal court litigation in the Southern District of New York (the "Litigation") and (ii) to register the Paintings in their name with one or more art registries (the Paintings and such rights collectively herein, the "Assets").

It being understood and agreed that:

- I. "Restriction against Transfer" means the perpetual absolute prohibition against sale, transfer for value, gift, pledge, loan, bequest, passage of title by laws of descent, lease, custodial agreement, or any other kind of transfer of ownership, license, lease, rental possession, custody, use or other interest in personal property to a person or entity that is not either: (A) a lineal blood descendant of the Buyer's respective father (i.e., Graham L Platt or Thomas C Platt); or (B) a museum, university, college or other institution that is nationally recognized for its collection of Tiffany artwork or other comparable art and which, in the judgment of the Buyer, are likely to provide suitable housing for the Painting and arrange for the display and/or public education or other enjoyment of the Painting (a transferee satisfying the condition of either clause (A) or (B) above herein a "Permitted Transferee").
- II. Any actual, attempted or threatened sale, lease, license, assignment, grant of custodial rights or other transfer of either Painting to any person or entity other than a Permitted Transferee shall be null and void; and any transferee other than a Permitted Transferee shall, together with the transferor, shall:

(A) be jointly and severally liable to the non-transferor Buyer or his survivors: (i) for the return to such non-transferor Buyer of such Painting; and (ii) for immediate and full payment in immediately available funds of any and all costs and expenses, including attorneys' fees, in reclaiming such Painting; and

(B) be conclusively deemed to have agreed to the entry of a judicial decree for injunctive relief to enforce the foregoing provisions.

- III. Each Buyer hereby severally assumes any and all liabilities associated with or relating to The Paintings and/or resulting from the claims and defenses now or hereafter asserted in the Litigation.

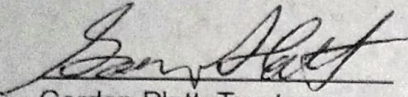
The cash price and other consideration for this sale and transfer of the Assets are set forth in that certain Trust Agreement and Amendment made as of 5 November 2021, the terms and conditions of which are hereby expressly ratified and affirmed.

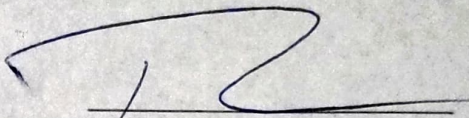
Date: 21 December, 2021

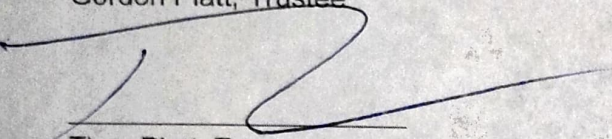
SELLER

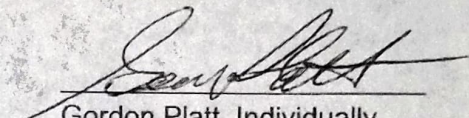
Trustees of The Platt Family Artwork Trust

BUYER


Gordon Platt, Trustee


Timo Platt, Individually


Timo Platt, Trustee


Gordon Platt, Individually